

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF INDIANA
3 INDIANAPOLIS DIVISION

4 MERCHANT CAPITAL, LLC, AND)
5 NEW SUNSHINE, LLC,)
6 Plaintiffs,)
7 -v-) CAUSE NO.
8 MELANIA MARKS SKINCARE, LLC,) 1:13-CV-0873-JMS-DML
9 Defendant.)

10
11 The deposition upon oral examination of
12 ERIC HARRIS WEBER, a witness produced and sworn before
13 me, Nancy M. Kottenstette, RPR, Notary Public in and
14 for the County of Marion, State of Indiana, taken on
15 behalf of the Defendant at the offices of Stewart
16 Richardson & Associates, One Indiana Square,
17 Suite 2425, Indianapolis, Indiana, on August 9, 2013,
18 at 8:04 a.m., pursuant to all applicable rules.
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20
21

22 STEWART RICHARDSON & ASSOCIATES
23 Registered Professional Reporters
24 One Indiana Square, Suite 2425
Indianapolis, IN 46204
(317) 237-3773
25

1 filming.

2 Q And were any marketing studies done by New Sunshine
3 to determine the feasibility of the costs
4 associated with going on Celebrity Apprentice?

5 A Other than the fact that we had historical positive
6 response from doing -- from going on the program
7 years before.

8 Q And I think you had talked about that earlier in
9 your deposition.

10 A We did.

11 Q Did Donald Trump have any involvement with the
12 license agreement and/or the product line outside
13 of the connection to Celebrity Apprentice?

14 A Not to my knowledge.

15 Q Did he ever sit in on any meetings regarding the
16 terms of the license agreement?

17 A Not that I participated in.

18 Q Did he have any substantive input on the terms of
19 the license agreement?

20 A Not that I'm aware of.

21 Q Let me go back for just a second to Exhibit 1 to
22 the license agreement, and Jerry found on page 10
23 where it talks about "Sales to Licensor Related
24 Parties." So if you look on page 10 of Exhibit 1,
25 near the bottom, Roman numeral IX, take a second to